

Exhibit "A"

Table of Contents

Summary of Coverage.....	Issued With Your Booklet
Table of Contents	1
Your Group Coverage Plan	2
Managed Disability Coverage	3
General Information About Your Coverage (including information about Termination of Coverage and the Effect of Prior Coverage).....	13
Glossary	17

Your Group Coverage Plan

The Plan described in the following pages of this Booklet is a Managed Disability Benefits coverage plan of the Employer. This coverage is effective only while you are covered under this Plan and is subject to these conditions:

Coverage for Managed Disability Benefits payable under this Plan during the first 60 months of a period of total disability is not insured with Aetna Life Insurance Company ("Aetna") but is the responsibility of the Employer. Aetna will provide certain administrative services under the Plan.

Coverage for Managed Disability Benefits payable under this Plan for a period of total disability following the first 60 months of such period is underwritten by Aetna.

The paragraph and signature below apply only to the part of the Plan underwritten by Aetna:

To the extent that the provisions of this Booklet relate to the Part of the Plan underwritten by Aetna, they will become your Certificate of Coverage bearing the form number GR-9 when you become covered.

This Certificate of Coverage replaces and supersedes all Certificates issued to you by Aetna under the group policy describing disability coverage.



President
Aetna Life Insurance Company

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Managed Disability

Managed Disability Coverage

This Plan will pay a Weekly Benefit and then pay a Monthly Benefit, as described below, for a period of disability caused by a disease or **injury**; but only if the period of disability has been certified by Aetna. There is a Waiting Period. (This is the length of time during a certified period of disability that must pass before benefits start.)

Certification of a Period of Disability

A period of disability will be certified by Aetna if, and for only as long as, Aetna determines that you are disabled as a direct result of a significant change in your physical or mental condition occurring while you are covered under this Plan. You must be under the care of a **physician**.

You will be deemed to be disabled while either of the following applies to you:

- *During the period of a certified period of disability which ends right after the first 24 months benefits are payable:*

You are not able, solely because of disease or **injury**, to perform the material duties of your own occupation; except that if you start work at a **reasonable occupation** you will no longer be deemed disabled.

- *Thereafter during such certified period of disability:*

You are not able, solely because of disease or **injury**, to work at any **reasonable occupation**.

If your own occupation requires a license of any kind, you will not be deemed to be disabled solely because of loss of license.

You will not be deemed to be under the care of a **physician** on any day more than 31 days before the date he or she has seen and treated you in person for the disease or **injury** that caused the disability.

If any period of disability is not certified because:

- certification has not been received for that period; or
- certification for that period has been requested and denied;

no benefits are payable under this Plan for that period of disability.

Certification of a period of disability will be denied if any one of the following apply:

- Aetna determines that you are not disabled.
- You are not under the care of a **physician**.

- You refuse to have an independent medical exam; when required.
- The requested independent medical exam report is not received by Aetna, or fails to confirm your disability.

Whether or not a period of disability is certified, no benefits will be paid for any day of a period of disability for which payment is excluded by any other terms of this Plan.

To request certification of a period of disability, you must call the toll-free number provided by Aetna. You should make the call at the start of your period of disability, or as soon as possible thereafter. If you are not able to make the call yourself, the call may be made by:

- your **physician**;
- your Employer; or
- any member of your family.

The deadline for calling to request certification is 31 days from the first day you are absent from work due to disease or **injury**.

If you fail to meet the deadline, no benefits will be payable:

- unless you fail to meet the deadline through no fault of your own; and
- the request for certification is made as soon after the deadline as possible, but not later than 1 year after the deadline unless you are legally incapacitated; and
- Aetna is able to certify your period of disability.

When Aetna's certification of a period of disability ends, you may request that Aetna certify an extension of the certified period of disability. If Aetna does not contact you about recertification, but you and your **physician** believe you are still not able to work due to the disability, you should call the toll-free number provided by Aetna. In your best interest, this should be done no later than the last day for which the disability is presently certified. If this is done by then, you will know on a timely basis if the period of disability will be recertified. The call should be made even if the reason you are asking for recertification is due to a different disease or **injury** which has occurred during the certified period of disability.

Written notice of any recertification decision will be sent promptly to:

- you;
- your **physician**; and
- your Employer.

Special Rules Which Apply To A Period of Disability Caused By A Disease Or Injury Arising Out of and In the Course of Employment

No weekly benefits are payable for such a period of disability.

However, if the period of disability is expected to last more than 26 weeks, do the following to get the period of disability certified starting in the 27th week rather than following the rules set forth in the preceding section:

Call the toll-free number provided by Aetna. You should make the call:

- no earlier than the end of the 21st week of your period of disability; and

- no later than the end of the 26th week of the period of disability.

If you are not able to make the call yourself, the call may be made by:

- your **physician**;
- your Employer; or
- any member of your family.

The deadline for calling to request certification is 31 days from the end of the 26th week of your period of disability.

If you fail to meet the deadline, no benefits will be payable:

- unless you fail to meet the deadline through no fault of your own; and
- the request for certification is made as soon after the deadline as possible, but not later than one year after the deadline unless you are legally incapacitated; and
- Aetna is able to certify your period of disability.

The section How Separate Periods of Disability Are Treated will apply to the same extent as if the period of disability was certified during the first 26 weeks.

For the purposes of Other Income Benefits Which Do Not Reduce Benefits, the amount of retirement or disability benefits which you were receiving from the following before the period of disability started will not reduce your benefits:

- military and other government service pensions;
- retirement benefits from a prior employer; and
- veteran's benefits for service related disabilities.

The benefit payable for 26 weeks for a disease or **injury** which is a preexisting condition will not be payable if no weekly benefit would otherwise be payable under this Plan for a certified period of disability caused by that disease or **injury**.

Predisability Earnings for the monthly benefit will be figured based on the amount of salary or wages you were receiving from an employer participating in this Plan on the day before the period of disability started.

You will not be eligible to participate in **An Approved Rehabilitation Program** until the period of disability is certified by Aetna.

When Benefits Are Payable

The benefit is an amount based on your **predisability earnings**, multiplied by the scheduled benefit percentage. Other income benefits, as defined later, will reduce the benefit actually payable.

Weekly Benefit

Weekly benefits will be payable if a certified period of disability:

- is caused by a **non-occupational disease** or **injury**; and
- starts while you are covered; and

- continues during and past the Waiting Period.

The benefits are payable, after the Waiting Period ends, for as long as your period of disability continues to be certified by Aetna, up to the Maximum Weekly Benefit Period for any one certified period of disability.

Monthly Benefit

Monthly benefits will be payable if a certified period of disability:

- starts while you are covered; and
- continues beyond the date the Maximum Weekly Benefit Period ends or would have ended if the disability was covered.

These benefits are payable for as long as your period of disability continues to be certified by Aetna, up to the Maximum Monthly Benefit Duration.

During a certified period of disability while monthly benefits are payable, you will not have to make any further contributions.

Certified Period of Disability

The start of a certified period of disability is determined by Aetna.

A certified period of disability ends on the first to occur of:

- The date certification of the period of disability by Aetna ends, and the period of disability is not recertified by Aetna.
- The date you cease to be disabled.
- The date you cease to be under the care of a **physician**.
- The date you start regular work at a **reasonable occupation**.
- The date you refuse to be examined by an independent **physician**, as requested.
- The date an independent medical exam report, when required, fails to confirm your disability.
- The date your disability cannot be confirmed because the required independent medical exam report has not been received by Aetna. If, when received, the report confirms your disability, Aetna will certify the period of disability, back to the date it ended.
- If your period of disability started prior to the date you reach age 62, the later to occur of:
 - the end of the calendar month in which you reach age 65; and
 - the expiration of 36 months of certified disability, starting on the date Monthly Benefits become payable.
- If your period of disability started on or after the date you reach age 62, the expiration of the number of months of disability as figured from the Maximum Benefit Duration Schedule.
- The date you are not undergoing **effective treatment for alcoholism or drug abuse**, if your disability is caused to any extent by alcoholism or drug abuse.
- The date of your death.

- The day after Aetna determines you are able to participate in **An Approved Rehabilitation Program** and you refuse to do so.

Also, a certified period of disability will end after 24 monthly benefits are payable if Aetna determines that the disability is, at that time, caused to any extent by a mental condition (including conditions relating to alcoholism or drug abuse) described in the most current edition of the **DSM**.

There are two exceptions to this 24 month limit. These exceptions apply if you are confined as an inpatient in a **hospital or treatment facility** for treatment of that condition at the end of such 24 months during which benefits have been payable.

Exceptions:

- If the inpatient confinement lasts fewer than 30 days, the period of disability will cease when you are no longer confined.
- If the inpatient confinement lasts 30 days or more, the period of disability may continue until the date you have not been so confined for that condition for a total of 90 days during any 12 month period.

The Separate Periods of Disability section that follows does not apply beyond 24 months to periods of disability which are subject to the above 24 month limit.

How Separate Periods of Disability Are Treated

Once a certified period of disability has ended, any new certified period of disability will be treated separately. You must follow the certification requirements to get any succeeding period of disability certified. However, if 2 or more separate certified periods of disability are:

- due to the same or related causes; and
- separated by fewer than 6 months of work at:

your own job; or

your own occupation; or

any **reasonable occupation**;

they will be deemed to be one certified period of disability. Only one Waiting Period will apply. The deadline for calling to have the separate periods certified as one certified period of disability is 31 days from the date the most recent period of disability starts. The first period will not be included if it began while you were not covered.

Other Income Benefits

They are the following to the extent the sum of the other income benefits in a weekly or monthly period for which a benefit is payable is more than 10% of your **predisability earnings**. If other income benefits do not exceed 10% of your **predisability earnings**, they will not be considered to be payable for that week or month.

- Income from any employer, or from any occupation for compensation or profit. However, only 50% of any income received as a participant in **An Approved**

Rehabilitation Program will be included; and only 60% of any income received as a participant in an **Approved Post-Rehabilitation Employment Program** will be included.

- 50% of any award provided under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability, retirement, or unemployment benefits required or provided for under any law of a government. Examples are:

Unemployment compensation benefits.

Temporary or permanent, partial or total disability benefits under any state or federal workers' compensation law or any like law, which are meant to compensate the worker for any one or more of the following: loss of past or future wages; impaired earning capacity; lessened ability to compete in the open labor market; any degree of permanent impairment; and any degree of loss of bodily function or capacity.

Automobile no-fault wage replacement benefits to the extent required by law.

Statutory disability benefits.

Benefits under the Federal Social Security Act, the Railroad Retirement Act, the Canada Pension Plan, and the Quebec Pension Plan.

Veterans' benefits.

- Disability or unemployment benefits under:

any group insurance plan.

any other type of coverage for persons in a group. This includes both plans that are insured and those that are not.

- Unreduced retirement benefits for which you are or may become eligible under a group pension plan at the later of:

age 62, and

the Plan's Normal Retirement Age,

but only to the extent that such benefits were paid for by an employer.

Other income benefits include those, due to your disability or retirement, which are payable to: you; your spouse; your children; your dependents.

Other Income Benefits Which Do Not Reduce Benefits

The amount of any retirement or disability benefits you were receiving from the following sources before the date a certified period of disability started will not reduce your benefits:

- military and other government service pensions;
- retirement benefits from a prior employer; and
- veteran's benefits for service related disabilities.

Also, the amount of any income or other benefits you receive from the following sources will not reduce your benefits:

- profit sharing plans;
- thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- employee stock option plans; or
- tax sheltered annuity plans.

How Aetna Determines Other Income Benefits

Lump Sum Payments From Workers' Compensation:

That part of the lump sum payment that is for disability will be counted, even if it is not specifically apportioned or identified as such. This will be done if it is or is not the result of a compromise, settlement, award or judgment. If there is not proof acceptable to Aetna as to what that part is, 50% will be deemed to be for disability.

This amount will be broken down to a period of time equal to the lesser of: (a) the remaining benefit duration; and (b) 60 months. If the lump sum payment is tied to a specific period, the period of time will start on the same date as the period for which the lump sum payment is made. If the lump sum payment is not tied to a specific period, the period of time will start on the first day of the calendar month following the date that the lump sum payment is made.

Other Payments:

Payments in a Lump Sum: These will be broken down to a period of time equal to the lesser of: (a) the remaining benefit duration; and (b) 60 months. These will include periodic payments that could have been chosen in a lump sum.

Periodic Payments: These will be broken down to monthly periods. These will include amounts which are an accumulation of past due periodic payments.

Any of these "Other Payments" that date back to a prior date during a certified period of disability may be allocated on a retroactive basis.

Effect of Increases In Other Income Benefits

Increases in the level of other income benefits due to the following will be considered "other income benefits":

- a change in the number of your family members;
- a recomputation or recalculation to correct or adjust your benefit level as first established for the period of total disability; or
- a change in the severity of your disability.

There may be cost of living increases in the level of other income benefits received from a governmental source during a period of total disability. These increases will not be deemed to be "other income benefits".

There may be cost of living or general increases in the level of other income benefits from a non-governmental source during a period of total disability. These increases will

not be considered other income benefits to the extent they are based on the annual average increase in the **Consumer Price Index**.

Estimated Other Income Payments

The amount of other income benefits for which you appear to be eligible may be estimated, unless you have signed and returned a reimbursement agreement to Aetna. This agreement contains your promise to repay this Plan for any overpayment of benefits made to you.

If other income benefits are estimated, your monthly benefit will be adjusted when Aetna receives proof:

- of the exact amount awarded; or
- that benefits have been denied after review at the highest administrative level.

This Plan will pay you if any underpayment in your benefit results. You will have to repay this Plan if any overpayment of benefits has resulted. Should this Plan have to take legal action against you to recover any overpayment, you will also have to pay this Plan's reasonable attorney's fees and court costs, if this Plan prevails.

Required Proof of Other Income

Aetna has the right to require proof that:

- you, your spouse, child, or dependent has made application for all other income benefits which you or they are, or may be, eligible to receive relative to your disability and has made a timely appeal of any denial through the highest Administrative level; timely appeal means making such an appeal as required, but in no case later than 60 days from the latest denial;
- the person has furnished proofs needed to obtain other income benefits;
- the person has not waived any other income benefits without Aetna's written consent; and
- the person has sent copies of the documents to Aetna showing the effective dates and the amounts of other income benefits.

In addition to the above, for purposes of Federal Social Security, when a timely application for benefits has been made and denied, a request for reconsideration must be made within 60 days after the denial, unless Aetna states, in writing, that it does not require you to do so. Also, if the reconsideration is denied, an application for a hearing before an Administrative Law Judge must be made within 60 days of that denial unless Aetna relieves you of that obligation.

You do not have to apply for:

- retirement benefits paid only on a reduced basis; or
- disability benefits under group life insurance if they would reduce the amount of group life insurance;

but, if you do apply for and receive these benefits, they will be deemed to be other income benefits for which proof is required.

If you do not furnish proof of your application or your receipt of other income benefits, this Plan reserves the right to suspend or adjust benefits by the estimated amount of such other income benefits.

Rehabilitation

Aetna retains the right to evaluate you for participation in **An Approved Rehabilitation Program**.

If, in Aetna's judgment, you are able to participate, Aetna may, in its sole discretion require you to participate in **An Approved Rehabilitation Program**.

This Plan will pay for all services and supplies, approved in advance by Aetna, needed in connection with such participation; except for those for which you can otherwise receive reimbursement from any third party payor, including any governmental benefits to which you may be entitled.

Limitations Which Apply to Managed Disability Coverage

Managed Disability Coverage does not cover any disability that:

- Is due to intentionally self-inflicted **injury** (while sane or insane).
- Results from your committing, or attempting to commit, an assault, battery, or felony.
- Is due to war or any act of war (declared or not declared).
- Is due to insurrection, rebellion, or taking part in a riot or civil commotion.

If a certified period of disability:

- starts during the first 12 months of your current Managed Disability Coverage; and
- it is caused or contributed to by a preexisting condition;

benefits are payable as follows during such period of disability.

If you would have received weekly benefits during the period of disability under any prior coverage, benefits are payable on a weekly basis only for up to the Maximum Weekly Benefit Period during the certified period of disability.

If you would not have received weekly benefits during the period of disability under any prior coverage, no benefits are payable on a weekly basis.

In no event are monthly benefits payable for a certified period of disability if it starts during the first 12 months of your current Managed Disability Coverage, if it is caused by a preexisting condition.

A disease or **injury** is a preexisting condition if, during the 3 months before the date you last became covered:

- it was diagnosed or treated; or
- you received services for the disease or **injury**; or
- you took drugs or medicines prescribed or recommended by a **physician** for the condition.

Also not covered, while benefits would be payable on a weekly basis, is a period of disability which is caused by:

- a disease that is not a **non-occupational disease**; or
- an **injury** that is not a **non-occupational injury**.

On any day during a period of disability that a person is confined in a penal or correctional institution for conviction of a criminal or other public offense:

- certification of that period of disability will be suspended; and
- no benefits will be payable.

General Information About Your Coverage

(including information about Termination of Coverage and the Effect of Prior Coverage)

Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- When employment ceases.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage).
- When you fail to make any required contribution.

Ceasing active work will be deemed to be cessation of employment. If you are not at work due to one of the following, employment may be deemed to continue up to the limits shown below:

If you are not at work due to disease or **injury**, your employment may be continued until stopped by your Employer, but not beyond 12 months from the start of the absence.

If you are not at work due to temporary lay-off or leave of absence, your employment will be deemed to cease on your last full day of active work before the start of the lay-off or leave of absence.

Benefits May Continue After Termination

If your coverage terminates during a certified period of disability which began while you had coverage, benefits will be available as long as your certified period of disability (including recertification) continues.

Reinstatement of Coverage

If your coverage terminates, you may again become covered in accordance with the terms of this Plan; except that:

- If:

you return to active work within 6 months of the date coverage terminated; and

you request coverage from your Employer within 31 days of your return to active work;

any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

- If:

you return to active work between the 7th and the 24th month following the date coverage terminated; and

you request coverage from your Employer within 31 days of your return to active work;

any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

How "Prior Coverage" Affects Coverage Under This Plan

If the coverage of any person under this Plan replaces any prior coverage of the person the following will apply.

"Prior coverage" is any plan of group disability coverage that has been replaced by coverage under any part of this Plan. It must have been sponsored by your Employer who is participating in this Plan. The replacement can be complete or in part for the Eligible Class to which you belong. Any such plan is prior coverage if provided by another group plan.

A person's coverage under this Plan replaces and supersedes any prior coverage. It will be in exchange for everything under such prior coverage except coverage will not be available as to a particular period of disability for which a benefit is available or would be available under the prior coverage in the absence of coverage under this Plan.

Assignment of Coverage

Coverage may be assigned only with the consent of Aetna.

How Will Benefits be Paid

Benefits will be paid to you.

Weekly benefits are paid at the end of each week during the period for which benefits are payable. Weekly benefits for a period less than a week will be prorated. This will be done on the basis of the ratio, to 7 days, of the days of eligibility for benefits during the week.

Monthly Benefits will be paid at the end of each calendar month during the period for which such benefits are payable. Monthly Benefits for a period less than a month will be prorated. This will be done on the basis of the ratio, to 30 days, of the days of eligibility for benefits during the month.

This Plan may pay up to \$ 1,000 of any benefit to any of your relatives whom it believes fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate.

Examinations and Evaluations

Aetna will have the right and opportunity to examine and evaluate any person who has requested certification of a period of disability at all reasonable times while that claim is pending or payable. This will be done at this Plan's expense.

Legal Action

No legal action can be brought to recover under any benefit after 3 years from the deadline for requesting a certification of a period of disability.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before a person's coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

Recovery of Overpayments

If payments are made in amounts greater than the benefits that you are entitled to receive, this Plan has the right to do any one or all of the following:

- to require you to return the overpayment on request;
- to stop payment of benefits until the overpayment is recovered;
- to take any legal action needed to recover the overpayment; and
- to place a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any other income, whether on a periodic or lump sum basis.

If the overpayment:

- occurs as a result of your receipt of other income benefits for the same period for which you have received a benefit under this Plan; and
- to obtain such other income benefits, advocate or legal fees were incurred;

this Plan will exclude from the amount to be recovered, such advocate or legal fees; provided you return the overpayment to this Plan within 30 days of this Plan's written request for the overpayment. If you do not return the overpayment to this Plan within such 30 days, such fees will not be excluded; you will remain liable for repayment of the total overpaid amount.

Examples of other income referred to in the preceding paragraph are:

- Workers' compensation.
- Federal Social Security benefits.

**Contract Not a Substitute for
Workers' Compensation
Insurance**

The group contract is not in lieu of and does not affect workers' compensation benefits. However, any workers' compensation benefits are considered other income benefits.

General Provisions

The following additional provisions apply to your coverage:

- You cannot receive multiple coverage under this Plan because you are connected with more than one Employer participating in this Plan.
- In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this Plan. Additional provisions are described elsewhere in the Plan Document on file with your Employer. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer.

Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued with respect to all or any class of employees.

Glossary

The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply.

An Approved Rehabilitation Program

This is a program of physical, mental or vocational rehabilitation which:

- is expected to result in your return to your own occupation, or to a **reasonable occupation**, on a full-time basis; and
- is approved, in writing, by Aetna. The approval will be based on medical evidence and your potential for return to your own occupation or a **reasonable occupation**.

A rehabilitation program will cease to be **An Approved Rehabilitation Program** on the earliest to occur of:

- the date you are able to perform the material duties of your own occupation or work at any other **reasonable occupation**;
- the date you begin an **Approved Post-Rehabilitation Employment Program**; or
- the date Aetna withdraws, in writing, its approval of the program.

Approved Post-Rehabilitation Employment Program

This is a period of part-time work at your own occupation or a **reasonable occupation**, which is not expected to result in your return to full-time work. This may also be a period of part-time or full-time work at other than a **reasonable occupation**. Aetna must review the program and approve it in writing.

You may work in an **Approved Post-Rehabilitation Employment Program** when Aetna determines that your continued work in **An Approved Rehabilitation Program** will not result in your physical ability to return to work at:

- your own job;
- your own occupation; or
- any other **reasonable occupation**.

A post-rehabilitation employment program will cease to be an **Approved Post-Rehabilitation Employment Program** on the earliest to occur of:

- the date you are able to perform the material duties of your own occupation or work at any other **reasonable occupation**;
- the date you begin **An Approved Rehabilitation Program**; or
- the date Aetna withdraws, in writing, its approval of the program.

Consumer Price Index

The CPI-W, Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, Aetna reserves the right to use a comparable index.

The percentage increase in the **Consumer Price Index** on January 1 will be:

- the excess of the percentage increase in the third calendar quarter of the calendar year right before such January 1, over
- the percentage increase in the third calendar quarter in the second preceding calendar year right before such January 1.

If there is no such increase, there will not be a percentage increase on such January 1.

JSM

The most current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. The manual describes, among other things, mental and nervous conditions related to substance abuse.

Effective Treatment of Alcoholism or Drug Abuse

This means a program of alcoholism or drug abuse therapy that is prescribed and supervised by a **physician** and either:

- has a follow-up therapy program directed by a **physician** on at least a monthly basis; or
- includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

These are not effective treatment:

- **Detoxification.** This means solely treating the aftereffects of a specific episode of alcoholism or drug abuse.
- **Maintenance care.** This means primarily providing an environment free of alcohol or drugs.

Hospital

This is an institution that:

- mainly provides, on an inpatient basis, diagnostic and therapeutic facilities for surgical and medical diagnosis, treatment, and care of injured and sick persons; and
- is supervised by a staff of **physicians**; and
- provides 24 hour a day registered nursing (**RN**) service; and
- is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, or a nursing home.

An institution which does not provide complete surgical services, but which meets all the other tests listed above, will also be deemed a **hospital** if:

- it provides services chiefly to patients all of whom have conditions related either by a medical specialty field or a specific disease category; and

- while confined, the patient is under regular therapeutic treatment by a **physician** for the **injury** or disease.

Injury

An accidental bodily injury.

Von-Occupational Disease

A "non-occupational" disease is a disease that does not:

- arise out of or in the course of any activity in connection with:
employment; or
self-employment;
whether or not on a full time basis; and
- result, in any way, from a disease or **injury**, which arises out of such activity.

If proof is furnished to Aetna that a person under the workers' compensation law (or other like law):

- has made claim under such law in connection with a distinct disease; and
- no benefit, award, settlement or redemption has been or will be made under that law for such disease;

that disease will be considered non-occupational.

Non-Occupational Injury

A "non-occupational" injury is an accidental injury that does not arise out of or in the course of any act in connection with:

- employment; or
- self-employment;

whether or not on a full-time basis.

Physician

This is a legally qualified physician; except:

- if any part of a certified period of disability is caused, to any extent, by a mental condition that is described in the most current edition of the **DSM**, **physician** shall mean a legally qualified physician who:

specializes in psychiatry; or

is trained or experienced to evaluate and treat a mental condition.

- if any part of a certified period of disability is caused, to any extent, by a condition related to alcoholism or drug abuse that is described in the most current edition of the **DSM**, **physician** shall mean a legally qualified physician who is trained or experienced to evaluate and treat the condition.

Predisability Earnings

This is the amount of salary or wages you were receiving from an employer participating in this Plan on the day before a certified period of disability started, calculated on a monthly basis.

If you are paid on an annual contract basis your salary, calculated on a monthly basis, is 1/12th of your annual contract salary.

If you are paid on an hourly basis, the calculation of your earnings on a monthly basis, is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month; but not more than 173 hours per month.

If you do not have regular work hours, the calculation of your earnings on a monthly basis is based on the average number of hours you worked per month during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more than 173 hours per month.

Included in salary or wages are:

- Commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Contributions you make through a salary reduction agreement with your Employer to any of the following:

A Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.

An IRC 401(k), 403(b) or 457 deferred compensation arrangement.

An executive nonqualified deferred compensation agreement.

Not included in salary or wages are:

- Awards and bonuses.
- Overtime pay.
- Contributions made by your Employer to any deferred compensation arrangement or pension plan.

In no event will your **predisability earnings**, calculated on a monthly basis, exceed the Predisability Earnings Maximum Amount. To determine **predisability earnings** on a weekly basis, multiply the **predisability earnings**, calculated on a monthly basis, by 12 and divide the result by 52. A retroactive change in your **predisability earnings** will not result in retroactive change in coverage.

Reasonable Occupation

This is any gainful activity for which you are, or may reasonably become, fitted by education, training or experience. It does not include work under **An Approved Rehabilitation Program** or an **Approved Post-Rehabilitation Employment Program**.

Treatment Facility

This is an institution (or distinct part thereof) that is for the treatment of alcoholism or drug abuse and which meets fully every one of the following tests:

- It is primarily engaged in providing on a full-time inpatient basis, a program for diagnosis, evaluation, and treatment of alcoholism or drug abuse.
- It provides all medical detoxification services on the premises, 24 hours a day.
- It provides all normal infirmary-level medical services required during the treatment period, whether or not related to the alcoholism or drug abuse, on a 24 hour daily basis. Also, it provides, or has an agreement with a **hospital** in the area to provide, any other medical services that may be required during the treatment period.
- On a continuous 24 hour daily basis, it is under the supervision of a staff of **physicians**, and provides skilled nursing services by licensed nursing personnel under the direction of a full-time registered graduate nurse.
- It prepares and maintains a written individual plan of treatment for each patient based on a diagnostic assessment of the patient's medical, psychological and social needs with documentation that the plan is under the supervision of a **physician**.
- It meets any applicable licensing standards established by the jurisdiction in which it is located.

**Continuation of Coverage
During an Approved Leave of
Absence Granted to Comply
With Federal Law**

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be determined by your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under this Plan on the day before the approved FMLA leave starts. However, if a period of disability starts while you are on an approved FMLA leave, the Waiting Period for such period of disability will not be deemed to end until the later of:

- the date you complete the Waiting Period; and
- the date you are scheduled to return to active work following the approved FMLA leave.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under this Plan will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under this Plan only if and when this Plan gives its written consent.